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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MICHAEL ISAACS, Plaintiff, – against – OCE BUSINESS SERVICES, INC., Defendant.	ECF Case **Case No.: 13 CV 0548 (JGK)(HP)**

DECLARATION OF RORY G. SCHNURR IN SUPPORT OF DEFENDANT'S MOTION TO COMPEL ARBITRATION

Rory G. Schnurr, declares, under penalty of perjury, as follows:

1. I make this declaration, from my own personal knowledge, in support of Defendant Océ Business Services, Inc.'s ("OBS") Motion to Compel Arbitration.

2. I am presently employed by Canon Business Process Services, Inc., formerly OBS, as its Director of Employee Relations. I have held this position since April 16, 2012. For purposes of this Declaration, I have reviewed relevant OBS records, and personnel records of Michael Isaacs.

3. Michael Isaacs began employment with OBS, which was previously known as Archer Management Services, on January 16, 2004 as an Enterprise Print Solutions Specialist.

4. In most years of his employment, Mr. Isaacs made well over $100,000 a year through salary and commission payments.

5. OBS terminated Mr. Isaacs's employment for performance reasons on April 19, 2012.

6. At the commencement of his employment and as a condition of hire, Mr. Isaacs agreed to OBS's Dispute Resolution Policy ("Policy"), which he signed on January 16, 2004.

7. Attached hereto as Exhibit A is a true and accurate copy of OBS's Dispute Resolution Policy, signed by Isaacs on January 16, 2004.

8. OBS modified parts of the Policy in 2011, and included a copy of the updated Policy in its Employee Handbook ("Handbook"), which OBS's employees, including Mr. Isaacs, received via email on January 31, 2011.

9. Attached hereto as Exhibit B is a true and accurate copy of OBS's Dispute Resolution Policy contained in the OBS Handbook effective January 24, 2011.

10. Attached hereto as Exhibit C is a true and accurate copy of the email transmitting the Handbook to OBS's employees, sent by OBS's then Director of Employee Relations, Philip Perry on January 31, 2011.

11. Mr. Isaacs's email address was included in the "OBS-EPS TEAM" distribution group, which appears in the "to" line of the email sent by Mr. Perry on January 31, 2011. *See* Exhibit C.

12. In addition to the Policy, because of the compensation plans which applied to him during his employment at OBS, which made him eligible for commission, bonus and/or award

payments, Mr. Isaacs signed a "Sales Compensation Plan" ("Plan") in each year of his employment, which contained a provision requiring him to submit any controversy, claim or dispute arising out of the Plans to arbitration before the AAA, to be arbitrated in accordance with the AAA's then current National Rules for Resolution of Employment Disputes.

13. Attached hereto as Exhibits D, E, F, G & H are true and accurate copies of Mr. Isaacs's signature page and the arbitration provision from the Sales Compensation Plans for 2008, 2009, 2010, 2011 and 2012.

14. I informed Mr. Isaacs's attorney of Mr. Isaacs's agreement to arbitrate his claims in this lawsuit via a letter dated September 7, 2012. On September 28, 2012, via email, I also provided Mr. Isaacs's attorney with a copy of the Policy signed by Isaacs on January 16, 2004 and the 2012 Sales Compensation Plan signed by Mr. Isaacs on January 28, 2012.

I declare, under the penalty of perjury under the laws of the United States of America, that the foregoing is true and correct.

Dated: March 11, 2013

Rory G. Schnurr